

ORIGINAL

SECOND AMENDMENT TO AGREEMENT

This Second Amendment of the Agreement, entered into this _____ day of _____, 2016, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **RANGER PIPELINES INCORPORATED**, a California corporation whose address is **P.O. BOX 24109, SAN FRANCISCO, CALIFORNIA 94124**, (hereinafter referred to as "Contractor"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. In May 2014, the City sent Cyclic Sewer, Phase 11 Plans and Specifications out to the Public Works Contractor listing. We received six bids and chose the lowest responsive, responsible bidder per Administrative Order No. 5.
- C. On July 2, 2014 an agreement was entered into by and between City and Contractor (hereinafter "Agreement"). The compensation for Agreement was \$3,661,150.
- D. On September 15, 2015 another agreement was entered into by and between City and Contractor (hereinafter "First Amendment"). The compensation for the First Amendment was \$4,237,790.28.
- E. This is the Second Amendment of four to the Cyclic Sewer Phase 11 contract and is called Cyclic Sewer Phase 13.
- F. The work to be done consists of furnishing all labor, tools, equipment, materials, except as herein specified, and doing all work associated with removing and installing sanitary sewer mains, sewer laterals, manholes, cleanouts, curb, gutter, sidewalk, driveway, street patch, SWPPP, traffic controls and all other associated work to complete the project.
- G. The Contractor possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- H. City and Contractor desire to enter into an agreement for Cyclic Sewer Repair Project, Phase 13, in accordance with Specifications, Special Provisions and Plans, adopted therefor, No. P.W. 05-16-08, including all exhibits and supports, which is incorporated herein by reference.

ORIGINAL

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1, **TERM**, of the Agreement is modified to read as follows:

“The Contractor shall begin work within five (5) working days after receiving notice from the Engineer to commence the work, and shall diligently prosecute the work to completion before the expiration of two hundred and fifty (250) consecutive working days from the date of receipt of notice to begin work.”

2. Paragraph 2, **SERVICES TO BE PERFORMED**, of the Agreement is modified to read as follows:

“Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. The contractor acknowledges that the work plan included in Exhibit “A1” is tentative and does not commit the City to request Contractor to perform all tasks included therein.”

3. Paragraph 3, **COMPENSATION TO CONTRACTOR**, Paragraph 1 and Paragraph 4 of the Agreement is modified to read as follows:

“Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "A1" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from CIP 9950216.”


“Total compensation for the work under this second extension is \$4,095,234.10, with a 10% percent contingency in the amount of \$409,523.41 for a total not to exceed of \$4,504,757.51. The total compensation for this agreement is \$12,403,697.79. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.”

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

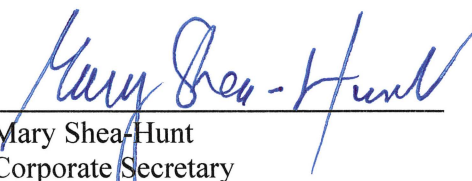
Signatures on following page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

RANGER PIPELINES INCORPORATED
A California Corporation



Thomas Hunt
President



Mary Shea-Hunt
Corporate Secretary

CITY OF ALAMEDA
A Municipal Corporation


Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL



Robert G. Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney



Andrico Penick
Assistant City Attorney

8/17/16.

CYCLIC SANITARY SEWER #13						
#	DESCRIPTION	QTY	UNIT	UNIT PRICE - CYCLIC 12A/12B	ESCALATION FACTOR	EXTENSION
1	Mobilization	1	LS	\$ 340,000.00	3.55%	\$ 352,070.00
2	Maintaining Traffic	1	LS	\$ 150,000.00	3.55%	\$ 155,325.00
2a	Major Crew Production Impacts & Additional Flaggers - Webster	1	LS	NO (E) REVENUE ITEM		\$ 36,120.00
2b	Major Crew Production Impacts & Additional Flaggers - Fernside	1	LS	NO (E) REVENUE ITEM		\$ 26,402.00
2c	Major Crew Production Impacts & Additional Flaggers - Broadway	1	LS	NO (E) REVENUE ITEM		\$ 96,363.00
2d	Moderate Crew Production Impacts & Additional Flaggers - Versailles	1	LS	NO (E) REVENUE ITEM		\$ 23,437.00
2e	Moderate Crew Production Impacts & Additional Flaggers - Santa Clara	1	LS	NO (E) REVENUE ITEM		\$ 15,939.00
3	Replace Existing SS Main With 18" O.D. HDPE DR-17 (Pipe Burst)	136	LF	NO (E) REVENUE ITEM		\$ 310.00
4	Replace Existing SS Main With 16" PVC-905 DR-18 Pipe (Open Trench)	313	LF	NO (E) REVENUE ITEM		\$ 290.00
5	Replace Existing SS Main With 12" SDR-26 Pipe (Open Trench)	287	LF	\$ 199.38	3.55%	\$ 206.46
6	Replace Existing SS Main With 10" SDR-26 Pipe (Open Trench)	110	LF	\$ 189.38	3.55%	\$ 196.10
7	Replace Existing SS Main With 10" HDPE DR-17 Pipe And Reconnect Laterals (Pipe Burst)	843	LF	\$ 189.38	3.55%	\$ 196.10
8	10" Cured-In-Place-Pipe Liner	109	LF	NO (E) REVENUE ITEM		\$ 200.00
9	Replace Existing SS Main With 8" PVC SDR-26 (Open Trench)	10,724	LF	\$ 179.38	3.55%	\$ 185.75
10	Replace Existing SS Main With 8.63" O.D. HDPE Pipe (Pipe Burst)	514	LF	\$ 112.75	3.55%	\$ 116.75
11	Replace Existing SS Main With 6.63" O.D. HDPE Pipe (Pipe Burst)	203	LF	\$ 102.50	3.55%	\$ 106.14
12	Replace Existing Sewer Lateral With 8" Pipe (Open Trench)	20	LF	NO (E) REVENUE ITEM		\$ 85.00
13	Replace Existing Sewer Lateral With 6" Pipe (Pipe Burst)	25	LF	NO (E) REVENUE ITEM		\$ 65.00
14	Replace Existing Sewer Lateral With 4" Pipe (Pipe Burst)	9,548	LF	\$ 14.35	3.55%	\$ 14.86
15	Replace Existing Sewer Lateral With 4" Pipe (Open Trench)	25	LF	\$ 14.35	3.55%	\$ 14.86
16	Install 8" 2-Way Cleanout	3	EA	NO (E) REVENUE ITEM		\$ 229.00
17	Install 6" 2-Way Cleanout	1	EA	\$ 202.50	3.55%	\$ 209.69
18	Install 4" Kelly 2-Way Cleanout	341	EA	\$ 102.50	3.55%	\$ 106.14
19	Remove Existing Manhole and Construct New Manhole	43	EA	\$ 3,460.00	3.55%	\$ 3,582.83
20	Install New Manhole	12	EA	\$ 2,460.00	3.55%	\$ 2,547.33
21	Rehabilitation Manhole	8	EA	\$ 2,100.00	3.55%	\$ 2,174.55
22	Replace Manhole Lid And Casting	22	EA	NO (E) REVENUE ITEM		\$ 1,200.00
23	Remove Existing Manhole	4	EA	\$ 1,000.00	3.55%	\$ 1,035.50
24	Abandon Existing Manhole	3	EA	NO (E) REVENUE ITEM		\$ 900.00
25	10" Internal Drop Manhole Connection	1	EA	NO (E) REVENUE ITEM		\$ 1,000.00
26	8" Internal Drop Manhole Connection	4	EA	NO (E) REVENUE ITEM		\$ 800.00
27	Reconstruct Sidewalk	7,502	SF	\$ 3.59	3.55%	\$ 3.72
28	Reconstruct Curb And Gutter	660	LF	\$ 4.61	3.55%	\$ 4.77
29	Asphalt Concrete Patch	672	TON	\$ 20.50	3.55%	\$ 21.23
30	Asphalt Concrete Bridge	645	TON	\$ 20.50	3.55%	\$ 21.23
31	Replace Concrete Roadway on Washington Way	1,000	SF	NO (E) REVENUE ITEM		\$ 30.00
32	Mechanical Sheeting And Shoring Of Sewer Trench	12,106	LF	\$ 0.51	3.55%	\$ 0.53
33	Signage, Striping, and Restoration of Traffic Loops	1	LS	\$ 65,000.00	3.55%	\$ 67,307.50
34	Abandon Sewer Line And Fill With Grout	814	LF	NO (E) REVENUE ITEM		\$ 25.00
35	Allowance - Groundwater	1	AL	NO (E) REVENUE ITEM		\$ 150,000.00
36	Allowance - Private Surface Improvement Restoration (Franciscan Way)	1	AL	NO (E) REVENUE ITEM		\$ 25,000.00
37	Allowance - Spot Repairs as Directed	1	AL	NO (E) REVENUE ITEM		\$ 50,000.00
38	Allowance - Hazardous Soils or Groundwater	1	AL	NO (E) REVENUE ITEM		\$ 50,000.00
39	Allowance - CADOT ROW Restoration	1	AL	\$ 5,000.00		\$ 25,000.00
40	Allowance - Permits (CADOT, EBMUD etc.)	1	AL	\$ 5,000.00		\$ 10,000.00
CYCLIC SS 13 GRAND TOTAL:						\$ 4,095,234.10

EXHIBIT B
City of Alameda Contractor Verification Form
Implementation of City of Alameda Integrated Pest Management Policy

The City of Alameda (City) is mandated to:

- (a) Minimize its reliance on pesticides that threaten water quality, and
- (b) Require the effective use of Integrated Pest Management (IPM) in all municipal operations and on all municipal property.

To ensure compliance with this mandate, all City operations need to verifiably implement the practices and policies described in the City's IPM Policy adopted June 15, 2010. A copy of this IPM Policy is included with this form. The implementation of the IPM Policy is applicable to all municipal contractors that provide landscaping, structural pest control, or other pest management services in support of City operations and/or on municipal property.

The undersigning parties acknowledge that all elements of the City's IPM Policy will be implemented throughout the period of contractual services provided to City operations and on municipal property. Specific actions to document this performance shall include:

- ☐ Pest Management Contractor shall provide to City project manager for pre-approval the Pest Management Considerations Checklist.
- ☐ Pest Management Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
 - o Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
 - o Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
 - o Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
 - o Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered and the threat of impact to water quality is prevented.
- ☐ Pest Management Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including product name and manufacturer, active ingredient(s), target pest(s), the total amounts used and reasons for any increase in use of any pesticide.
- ☐ If the Contractor's on-site personnel are currently IPM certified through either the EcoWise or GreenPro programs, or through another program, the contractor shall provide written evidence of any certifications to the City's project manager.

City Departmental Representative

Contractor Representative

Print Name

Print Name

Date

Date

EXHIBIT C
City of Alameda Pest Management Contractor Checklist:
Pest Management Options Considerations

Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property. Please provide a written explanation in each section below of why the specific pest management option is not appropriate:

(1) No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)

Comment: _____

(2) Physical or mechanical controls (e.g. hand labor, mowing, exclusion)

Comment: _____

(3) Cultural controls (e.g. mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)

Comment: _____

(4) Biological controls (e.g., natural enemies or predators)

Comment: _____

(5) Reduced-risk chemical controls (e.g., soaps or oils)

Comment: _____

(6) Other chemical controls

Comment: _____

Contractor Representative

Print Name

Date

City Contractor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 1255 Battery Street, Suite 450 San Francisco CA 94111	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Ranger Pipelines, Inc. P. O. Box 24109 San Francisco, CA 94124	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : American Guarantee and Liability In	26247
	INSURER C : Great American E&S Insurance Compan	37532
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1826891007

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLA427731911	4/1/2016	4/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	GLA427731911	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000 Comp \$1,000 Coll
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			AUC019251700	4/1/2016	4/1/2017	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC427796505	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution Liability			PCE190311903	4/1/2016	4/1/2017	Each Pollution/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job#: 670

RE: Cyclic Sewer, Phase 13

ADDITIONAL INSURED(S): City, its City Council, boards, commissions, officials, employees, and volunteers.

CERTIFICATE HOLDER

City of Alameda
Public Works Department
Attn: Erin Smith
950 West Mall Square, Room 110
Alameda CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF ALAMEDA
Risk Management
Date 8-17-16
Lucretia Akil, City Risk Manager

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ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA427731911	04/01/2016	04/01/2017	04/01/2016			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

CITY OF ALAMEDA
Risk Management


Date 8-19-16
Lucretia Akil, City Risk Manager

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**



Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE


Name Of Person Or Organization:

Any Person or Organization that requires you to waive your rights of recovery in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CITY OF ALAMEDA
Risk Management

Date 8-17-16
Lucretia Akil, City Risk Manager

Copy

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF END.	AGENCY NO.	ADD'L. PREM.	RETURN PREM.
GLA427731911	04/01/16	04/01/17	04/01/16			

Named Insured **Ranger Pipelines, Inc.**

Address (Including ZIP Code)

This endorsement modifies insurance provided by the following:
Business Auto Coverage Part
Truckers Coverage Part
Garage Coverage Part

SCHEDULE

Name of Person or Organization:

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned

Authorized Representative

U-CA-320-A (CW) (4/93)

POLICY NUMBER: GLA427731911 COMMERCIAL AUTO

CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the WHO IS AN INSURED Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

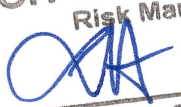
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04/01/2016	Countersigned By:
Named Insured: Ranger Pipelines, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE

CITY OF ALAMEDA
Risk Management

Date 8-17-16
Lucretia Akil, City Risk Manager

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

U-GL-1175B CW (3/2007)


WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

CITY OF ALAMEDA
Risk Management

Date 8-17-16
Lucretia Akil, City Risk Manager

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/1/2015
Insured: RANGER PIPELINES, INC.

Policy No. WC427796505

Endorsement No.
Premium \$

Insurance Company ZURICH AMERICAN INSURANCE
COMPANY

Countersigned by _____

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.


The additional premium for this endorsement shall be 0.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

ALL PERSONS AND/OR
ORGANIZATIONS THAT
ARE REQUIRED BY
WRITTEN CONTRACT OR
AGREEMENT WITH THE
INSURED, EXECUTED
PRIOR TO THE
ACCIDENT OR LOSS,
THAT WAIVER OF
SUBROGATION BE
PROVIDED UNDER THIS
POLICY FOR WORK
PERFORMED BY YOU FOR
THAT PERSON AND/OR
ORGANIZATION

Job Description

ALL CA OPERATIONS

CITY OF ALAMEDA
Risk Management
 Date 8-17-16
Lucretia Akil, City Risk Manager

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

Additional Information

GENERAL LIABILITY:

- *Blanket Additional Insured Endorsement - Form U-GL-1175-F CW (04/13)
- *Blanket Waiver of Subrogation - Form CG 24 04 05 09

AUTOMOBILE LIABILITY:

- *Blanket Additional Insured Endorsement - Form CA 20 48 02 99
- *Blanket Waiver of Subrogation - Form U-CA-320-A CW

WORKERS' COMPENSATION:

- *Waiver of Subrogation when required by written contract form: WC 00 03 13

COPY

BOND #070020538
Premium: \$25,189.00

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Ranger Pipeline Incorporated

(Name of Contractor)

1790 Yosemite Ave., San Francisco, CA 94124 (Mailing: P.O. BOX 24109, SF CA 94124)

(Address of Contractor)

a corporation, hereinafter called Principal, and

(Corporation, Partnership, or Individual)

Liberty Mutual Insurance Company

(Name of Surety)

1340 Treat Blvd., #550, Walnut Creek, CA 94597

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Alameda

(Name of Owner)

Public Works Department, 950 West Main Square, Room 110, Alameda, CA 94501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Four Million, Ninety-Five Thousand,

Two Hundred Thirty-Four and 10/100--

Dollars. (\$ 4,095,234.10)


in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2014, a copy of which is hereto attached and made a part hereof for the construction of:

Cyclic Sewer, Phase 13

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

CITY OF ALAMEDA
Risk Management

 Date 8-17-16
Lucretia Akil, City Risk Manager

PERFORMANCE BOND FORM

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed on one counterparts, each one
(Number)
of which shall be deemed an original, this the 3rd day of August, 2014. 2016

ATTEST:

Mary Lee-Hunt
Principal Secretary
(SEAL)

(Witness as to Principal)

P.O. Box 24109, San Francisco, CA 94124
(Address)

ATTEST:

Surety Secretary
(SEAL)

(Witness as to Surety)

(Address)

Ranger Pipelines Incorporated

Principal

By: Thomas Hunt

1790 Yosemite Ave.
San Francisco, CA 94124

(Address)

P.O. BOX 24109, San Fran. CA 94124

Liberty Mutual Insurance Company

(Surety)

By: Anthony F. Angelicola

Attorney-in-fact Anthony F. Angelicola
1340 Treat Blvd., #550

(Address)

Walnut Creek, CA 94597

NOTE: Date of BOND must not be prior to date of Contract.

If the CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7159891

American Fire and Casualty Company
The Ohio Casualty Insurance Company

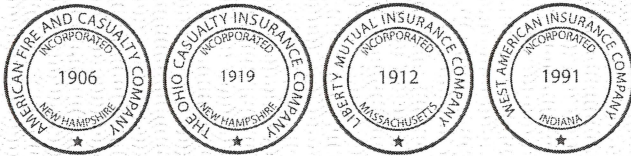
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony F. Angelicola; Maureen E. Schmidt; Terrence T. Casey

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of November, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

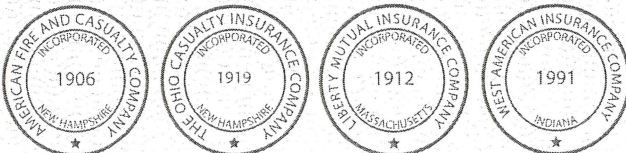
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of August, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-800-822-8888

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

On August 3, 2016 before me, Maureen E. Schmidt, notary public,
Date Here Insert Name and Title of the Officer

personally appeared Anthony F. Angelicola
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Maureen E. Schmidt
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

PAYMENT BOND FORM

COPY

KNOW ALL MEN BY THESE PRESENTS: that

Ranger Pipelines Incorporated

1790 Yosemite Ave., San Francisco, CA 94124 (Mailing: P.O. BOX 24109, SF CA 94124)

a corporation, hereinafter called Principal, and

Liberty Mutual Insurance Company, 1340 Treat Blvd., #550, Walnut Creek, CA 94597

hereinafter called Surety, are held and firmly bound unto _____
City of Alameda

hereinafter called OWNER, in the penal sum of _____ * _____ Dollars. (\$4,095,234.10)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.


THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2014, a copy of which is hereto attached and made a part hereof for the construction of:

Cyclic Sewer, Phase 13

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

* Four Million, Ninety-Five Thousand, Two Hundred
Thirty-Four and 10/100--

CITY OF ALAMEDA
Risk Management

 Date 8-17-16

Lucretia Akil, City Risk Manager

PAYMENT BOND FORM

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed on one counterparts, each one (Number) of which shall be deemed an original, this the 3rd day of August, ~~2014~~ 2016

ATTEST:

Mary Shea-Hunt
Principal Secretary
(SEAL) Ce

(Witness as to Principal)

P.O. Box 24109, San Francisco, CA 94124
(Address)

ATTEST:

Surety Secretary
(SEAL)

(Witness as to Surety)

(Address)

Ranger Pipelines Incorporated

Principal
By: Travis Hunt

1790 Yosemite Ave.
San Francisco, CA 94124

(Address)

P.O. BOX 24109, San Fran. CA 94124

Liberty Mutual Insurance Company
(Surety)

By: Anthony F. Angelicola
Attorney-in-fact

1340 Treat Blvd., #550

(Address)

Walnut Creek, CA 94597

NOTE: Date of BOND must not be prior to date of Contract.

If the CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7159892

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony F. Angelicola; Maureen E. Schmidt; Terrence T. Casey

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of November, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of August, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-813-832-9240 between 9:00 am and 4:00 pm EST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

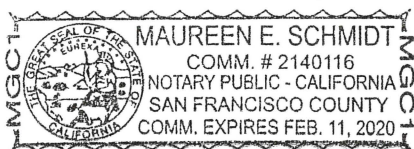
On August 3, 2016 before me, Maureen E. Schmidt, notary public,
Date Here Insert Name and Title of the Officer

personally appeared Anthony F. Angelicola
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Maureen E. Schmidt
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____